

RECORDATION NO. 30071 FILED

JAN 25 '12 -11 3 0 AM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A LESTER

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N W
SUITE 301
WASHINGTON, D C

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

January 25, 2012

Ms. Cynthia T. Brown
Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Ms Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment of Lease, dated as of January 24, 2012, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Assignor: Trinity Rail Leasing Warehouse Trust
2525 Stemmons Freeway
Dallas, TX 75207

Assignee: The Andersons, Inc
480 W. Dussel Drive
Maumee, OH 43537

Chief of the Section of Administration
January 25, 2012
Page 2

A description of the railroad equipment covered by the enclosed document is:

25 railcars. TILX 318758 – TILX 318782.

A short summary of the document to appear in the index is:

Assignment of Lease.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Edward M. Luria', with a stylized, flowing script.

EML/sem
Enclosures

RECORDATION NO. 30071 FILED

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[Assignment of Lease (TRLW – Andersons)]

SURFACE TRANSPORTATION BOARD

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, TRINITY RAIL LEASING WAREHOUSE TRUST ("Assignor") hereby assigns to THE ANDERSONS, INC. ("Assignee") all its right, title and interest, as lessor, under the agreements and documents identified on Schedule 2 attached hereto (collectively, the "Lease") to the extent that the Lease relate to the railcars described on Schedule 1 attached hereto (the "Railcars"). Assignee hereby accepts the foregoing assignment and assumes the obligations of the lessor under the Lease arising from and after this date, to the extent the Lease relate to the Railcars.

In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of Assignee any and all actions, suits or proceedings as to all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 24th day of January, 2012.

ASSIGNOR:

TRINITY RAIL LEASING
WAREHOUSE TRUST

By: 

Name: ERIC MARLETTO

Title: VP

ASSIGNEE:

THE ANDERSONS, INC.

By: _____

Name:

Title:

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, TRINITY RAIL LEASING WAREHOUSE TRUST ("Assignor") hereby assigns to THE ANDERSONS, INC. ("Assignee") all its right, title and interest, as lessor, under the agreements and documents identified on Schedule 2 attached hereto (collectively, the "Lease") to the extent that the Lease relate to the railcars described on Schedule 1 attached hereto (the "Railcars"). Assignee hereby accepts the foregoing assignment and assumes the obligations of the lessor under the Lease arising from and after this date, to the extent the Lease relate to the Railcars.

In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of Assignee any and all actions, suits or proceedings as to all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 23rd day of January, 2012.


ASSIGNOR:

**TRINITY RAIL LEASING
WAREHOUSE TRUST**

By: _____
Name:
Title:

ASSIGNEE:

THE ANDERSONS, INC.

By: 
Name: Harold M. Reed
Title: Chief Operating Officer

[Assignment of Lease (TRLW – Andersons)]

STATE OF TEXAS §
 § SS:
COUNTY OF DALLAS §

On this 23rd day of January, 2012, before me personally appeared Eric Marchetto, to me personally known, who being by me duly sworn, says that he is Vice President of Trinity Rail Leasing Warehouse Trust, and that the foregoing Assignment of Lease was signed on behalf of said entity. Further, he acknowledged that the execution of the foregoing Assignment of Lease was the free act and deed of said corporation.



Danielle Henderson
Notary Public

My commission expires:

6/9/2012

[Assignment of Lease (TRLW – Andersons)]

STATE OF OHIO §
 § SS:
COUNTY OF LUCAS §

On this 23rd day of January 2012, before me personally appeared Harold M. Reed, to me personally known, who being by me duly sworn, says that he is Chief Operating Officer of The Andersons, Inc., and that the foregoing Assignment of Lease was signed on behalf of said corporation. Further, he acknowledged that the execution of the foregoing Assignment of Lease was the free act and deed of said corporation.



JUDY A. BALDWIN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 01, 2015

Judy A. Baldwin
Notary Public

2/1/2012

SCHEDULE 1

The Railcars

Twenty-five (25) railcars marked and numbered TILX 318758-318782 (inclusive).

SCHEDULE 2

The Lease

Rider One (1) to Railroad Car Lease Agreement, dated June 1, 2011 between Trinity Rail Leasing Warehouse Trust and WPT LLC.

CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated 1/28/12

Edward M Luria
Edward M. Luria